
California High-Speed Train Project



Draft Task Order

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| Date: | November 21, 2012 |
| Local Agency: | Kinder Morgan |
| Agreement No: | |
| Task Order No: | 1 |
| Project Title: | California High-Speed Rail Project |
| Description: | CHSRP Interaction Removal or Relocation Plan |

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Task Order No. 1

GENERAL

This Task Order supplements and amends the Construction Contract and Cooperative Agreement. The purpose of this Task Order is to authorize Facility Work for the Facility Owner. Each Facility that requires relocation will be handled under a separate subtask of this Task Order.

WORK TO BE DONE

1 Cooperative Agreement

This Task Order is issued in order to authorize Facility Work described herein. This Task Order does not express all of the terms and conditions relevant to Facility Work; accordingly, the Cooperative Agreement and all of the provisions thereof are incorporated into this Task Order by this reference. Capitalized terms used but not identified in this Task Order shall have the definitions set forth in the Cooperative Agreement. All attachments referenced in this Task Order are incorporated herein by such reference. All Facility Work shall be performed in accordance with the requirements of the Cooperative Agreement and, in the event of any inconsistency between the provisions of this Task Order and the Cooperative Agreement, the provisions of the Cooperative Agreement shall prevail.

2 Scope of Work

Facility Work as defined in the definitions section of the Cooperative Agreement is incorporated by reference. Each separate Facility that requires Relocation will be treated as a subtask to this Task Order.

2.1 Location and General Description of the Work Covered by this Task Order (Including Disposition of Existing Facilities):

The Authority's Contractor will furnish all labor, material, equipment and supervision required to complete the relocation of Facilities and appurtenances. All work shall be performed substantially in accordance with "Request for Proposal for Design Build Services-RFP No. 11-16 consisting of Hybrid Alternative, Contract Package 1A, Contract Package 1B and Contract Package 1C, a copy of which is on file in the Authority's office at 770 L St, Suite 800, Sacramento, CA 95814.

2.2 Facility Work to be Performed by Parties Pursuant to this Task Order:

The Authority's Contractor performs all design and construction services for Facility Work, The Utility Owner will review and approve Facility plans and be entitled to have a reasonable



number of representatives on site of HST Project to verify that Facility Work is being properly performed by the Authority's Contractor and approve that Facility Work.

2.2.1 Subtask 1.01

Scope: Authority's Contractor is to protect in place Facility Owner's existing 12" high pressure (approximately 1,400 PSI) facilities located near the San Joaquin River in accordance with "Guidelines for Design & Construction near Kinder Morgan Hazardous Liquid Operated Facilities" and "Kinder Morgan Letter dated June 15, 2012 regarding General Guidance for Design / Build Candidates". Facility Owner will provide representative(s) on the site of the PROJECT to monitor construction activity to verify the integrity of the UTILITY OWNER Facilities.

Facility is shown on Drawing on sheet 11 and 12 of 25, CHSTP Utility Exhibit Hybrid Alternative

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| Estimated Period of Performance: | <u>Duration of Project</u> |
| Estimated value of this Facility Work: | <u>\$250,000</u> |

2.2.2 Subtask 1.02

Scope: Authority's Contractor is to protect in place Facility Owner's existing 12" high pressure (approximately 1,400 PSI) facilities located near the Herndon Canal in accordance with "Guidelines for Design & Construction near Kinder Morgan Hazardous Liquid Operated Facilities" and "Kinder Morgan Letter dated June 15, 2012 regarding General Guidance for Design / Build Candidates". Facility Owner will provide representative(s) on the site of the PROJECT to monitor construction activity to verify the integrity of the UTILITY OWNER Facilities. Authority's Contractor will design and relocate facilities that will interfere with the Authority's Contractor Facility Work.

Facility is shown on Drawing UT-C4010.

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| Estimated Period of Performance: | <u>Duration of Project</u> |
| Estimated value of this Facility Work: | <u>\$250,000</u> |

2.2.3 Subtask 1.03

Scope: Authority's Contractor is to protect in place Facility Owner's existing 12" high pressure (approximately 1,400 PSI) facilities located near Shaw Ave in accordance with "Guidelines for Design & Construction near Kinder Morgan Hazardous Liquid Operated Facilities" and "Kinder Morgan Letter dated June 15, 2012 regarding General Guidance for Design / Build Candidates". Facility Owner will provide representative(s) on the site of the PROJECT to monitor construction activity to verify the integrity of the UTILITY OWNER Facilities. Authority's Contractor will design and relocate facilities that will interfere with the Authority's Contractor Facility Work.



Facility is shown on Drawing UT-4012.

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| Estimated Period of Performance: | <u>Duration of Project</u> |
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| Estimated value of this Facility Work: | <u>\$250,000</u> |
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2.2.4 Subtask 1.04

Scope: Authority's Contractor is to protect in place Facility Owner's existing 12" high pressure (approximately 1,400 PSI) facilities located near Santa Anna Ave in accordance with "Guidelines for Design & Construction near Kinder Morgan Hazardous Liquid Operated Facilities" and "Kinder Morgan Letter dated June 15, 2012 regarding General Guidance for Design / Build Candidates". Facility Owner will provide representative(s) on the site of the PROJECT to monitor construction activity to verify the integrity of the UTILITY OWNER Facilities. Authority's Contractor will design and relocate facilities that will interfere with the Authority's Contractor Facility Work.

Facility is shown on Drawing UT-C4014.

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| Estimated Period of Performance: | <u>Duration of Project</u> |
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| Estimated value of this Facility Work: | <u>\$250,000</u> |
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2.2.5 Subtask 1.05

Scope: Authority's Contractor is to protect in place Facility Owner's existing 12" high pressure (approximately 1,400 PSI) facilities located along Golden State Blvd between Shaw Ave and Ashlan Ave in accordance with "Guidelines for Design & Construction near Kinder Morgan Hazardous Liquid Operated Facilities" and "Kinder Morgan Letter dated June 15, 2012 regarding General Guidance for Design / Build Candidates". Facility Owner will provide representative(s) on the site of the PROJECT to monitor construction activity to verify the integrity of the UTILITY OWNER Facilities. Authority's Contractor will design and relocate facilities that will interfere with the Authority's Contractor Facility Work.

Facility is shown on Drawing UT-C4015.

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| Estimated Period of Performance: | <u>Duration of Project</u> |
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| Estimated value of this Facility Work: | <u>\$250,000</u> |
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2.2.6 Subtask 1.06

Scope: Authority's Contractor is to protect in place Facility Owner's existing 12" high pressure (approximately 1,400 PSI) facilities located adjacent to McKinley Ave in accordance with "Guidelines for Design & Construction near Kinder Morgan Hazardous Liquid Operated Facilities" and "Kinder Morgan Letter dated June 15, 2012 regarding General Guidance for Design / Build Candidates". Facility Owner will provide representative(s) on the site of the PROJECT to monitor construction activity to verify the integrity of the UTILITY OWNER Facilities.



Facility is shown on Drawing UT-C4037.

Estimated Period of Performance: Duration of Project

Estimated value of this Facility Work: \$250,000

2.2.7 Subtask 1.07

Scope: Authority's Contractor is to protect in place Facility Owner's existing 12" high pressure (approximately 1,400 PSI) facilities located adjacent to Olive Ave in accordance with "Guidelines for Design & Construction near Kinder Morgan Hazardous Liquid Operated Facilities" and "Kinder Morgan Letter dated June 15, 2012 regarding General Guidance for Design / Build Candidates". Facility Owner will provide representative(s) on the site of the PROJECT to monitor construction activity to verify the integrity of the UTILITY OWNER Facilities. Authority's Contractor will design and relocate facilities that will interfere with the Authority's Contractor Facility Work.

Facility is shown on Drawing UT – C4039.

Estimated Period of Performance: Duration of Project

Estimated value of this Facility Work: \$250,000

2.2.8 Subtask 1.08

Scope: Authority's Contractor is to protect in place Facility Owner's existing 12" high pressure (approximately 1,400 PSI) facilities located adjacent to Belmont Ave accordance with "Guidelines for Design & Construction near Kinder Morgan Hazardous Liquid Operated Facilities" and "Kinder Morgan Letter dated June 15, 2012 regarding General Guidance for Design / Build Candidates". Facility Owner will provide representative(s) on the site of the PROJECT to monitor construction activity to verify the integrity of the UTILITY OWNER Facilities. Authority's Contractor will design and relocate facilities that will interfere with the Authority's Contractor Facility Work.

Facility is shown on Drawing UT –C4042.

Estimated Period of Performance: Duration of Project

Estimated value of this Facility Work: \$550,000

2.2.9 Subtask 1.9

Scope: Authority's Contractor is to protect in place Facility Owner's existing 12" high pressure (approximately 1,400 PSI) facilities located adjacent to the Tulare St Underpass in accordance with "Guidelines for Design & Construction near Kinder Morgan Hazardous Liquid Operated Facilities" and "Kinder Morgan Letter dated June 15, 2012 regarding General Guidance for Design / Build Candidates". Facility Owner will provide representative(s) on the site of the PROJECT to monitor construction activity to verify the integrity of the UTILITY OWNER



Facilities. Authority's Contractor will design and relocate facilities that will interfere with the Authority's Contractor Facility Work.

Facility is shown on Drawing UT – C4056.

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| Estimated Period of Performance: | <u>Duration of Project</u> |
| Estimated value of this Facility Work: | <u>\$250,000</u> |

2.2.10 Subtask 1.10

Scope: Authority's Contractor is to relocate 12" high pressure (approximately 1,400 PSI) facilities located between Fresno St and Highway 41 to accommodate the temporary shoofly track alignment and replace the facilities in the original location in accordance with "Guidelines for Design & Construction near Kinder Morgan Hazardous Liquid Operated Facilities" and "Kinder Morgan Letter dated June 15, 2012 regarding General Guidance for Design / Build Candidates". Facility Owner will provide representative(s) on the site of the PROJECT to monitor construction activity to verify the integrity of the UTILITY OWNER Facilities. Authority's Contractor will design and relocate facilities that will interfere with the Authority's Contractor Facility Work.

Facility is shown on Drawing UT – C4055.

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| Estimated Period of Performance: | <u>Duration of Project</u> |
| Estimated value of this Facility Work: | <u>\$2,250,000</u> |

2.2.11 Subtask 1.11

Scope: Authority's Contractor shall reimburse the UTILITY OWNER for all costs resulting from plan check review, permits, inspection and testing (inspection & testing in an oversight Quality Assurance capacity only). Authority's Contractor is still responsible to provide Quality Assurance and Quality Control for design and construction through project completion and closeout.

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| Estimated Period of Performance: | <u>Duration of Project</u> |
| Estimated value of this Facility Work: | <u>\$75,000</u> |

3 Project Schedule

Deadlines for the completion of Facility Work are provided for in the contract between the Authority and the Authority's Contractor.

3.1 Schedule for Facility Work (This Task Order Only)

The Authority's Contractor shall complete the design work in accordance with the schedule specified in this Task Order. The Authority's Contractor shall commence construction work only after acceptance of the final design for such work in accordance with Appendix A – Design



Build Procedures of the Cooperative Agreement. The Authority's Contractor must comply with or receive a written variance for applicable city and county laws, regulations, and ordinances including permitting, inspection processes, work hours regulations, traffic management plan, dust control and noise regulations.

| Design: | | Construction: | |
|-------------------------|---------------|-------------------------|---------------|
| Start Date: | June 2013 | Start Date: | December 2013 |
| Completion Date: | December 2013 | Completion Date: | February 2017 |

4 Performance of Work

4.1 Design

The design furnished by the Authority's Contractor pursuant to this Task Order shall be substantially in accordance with the Proposed Preliminary Design (see Appendix A – Design Build Procedures of the Cooperative Agreement) attached to this Task Order, and shall be consistent with 30% design submittal of the HST Project plans. All plans for Facility Work are subject to review by the Authority, the Facility Owner, and the Authority's Contractor, in accordance with the time frames and procedures set forth in Appendix A – Design Build Procedures of the Cooperative Agreement.

By Facility Owner: The Facility Owner will review Facility plans and be entitled to have a reasonable number of representatives on site of HST Project to verify Facility Work is being properly performed by the Authority's Contractor.

BY Authority's Contractor: The Authority's Contractor performs all design and construction services for Facility Work.

4.2 Construction

The Authority's Contractor will perform all the construction services for the Facility Work. The construction of Facility Work shall be performed substantially in accordance with the final Facility plans. Deviations from the final Facility plans may occur only in conformity with the Cooperative Agreement.

5 Liability For Work

In accordance with section 3, "Liability for Work," of the Cooperative Agreement, the Facility Owner and the Authority shall each be responsible for the cost of Facility Work as specified herein.

The total estimated cost for Facility Work is: \$4,800,000

5.1 Cost Allocation

The Authority pays 100 % and Facility Owner pays 0 % of cost of Facility Work, to be determined by Prior Rights.



6 Cost Estimate

The amounts stated herein are estimates of the costs associated with Facility Work. Authorized expenditures and reimbursements will be based on the terms of the Cooperative Agreement.

6.1 For Work by Facility Owner

The Facility Owner's costs for Facility Work shall be developed pursuant to section 5, "Payment of Work," of the Cooperative Agreement, and shall be performed in accordance with the procedures set forth in section, "Performance of Work" and Appendix A – Design Build Procedures of this Cooperative Agreement.

6.2 For Work by Authority's Contractor

Authority has prepared an initial cost estimate in the amount of \$4,800,000
for Facility Work included in this Task Order.

The Authority's Contractor shall prepare an independent cost estimate for Facility Work which shall be submitted for the Authority's approval. Such estimate will reflect appropriate estimated charges for Betterment and salvage value, if any. Upon approval, the parties shall revise this Task Order to incorporate the approved estimate.

7 Betterment, Accrued Depreciation, Salvage

The Facility Owner shall credit the Authority for the actual cost of any Betterment, salvage value, and accrued depreciation on the Facilities as required pursuant to the Cooperative Agreement, and pay the Authority's Contractor for the actual cost of any Betterment constructed by Authority's Contractor.

Facility Work in this Task Order does not include any Betterment.

8 Billing and Payment

Billing and payment shall be in accordance with section 5, "Payment for Work," of the Cooperative Agreement.

9 Contacts

The contacts for this Task Order will be as follows:

Local Agency: _____

Authority: _____

Authority's Contractor: _____

